

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER F7SVMP214003		PAGE 1 OF 18							
2. CONTRACT NO. F22600-02-P-0668		3. AWARD/EFFECTIVE DATE 19-Sep-2002		4. ORDER NUMBER		5. SOLICITATION NUMBER F22600-02-T-0037							
7. FOR SOLICITATION INFORMATION CALL		a. NAME ELISHAMA C. OUDER			b. TELEPHONE NUMBER (No Collect Calls) 228-377-1834		6. SOLICITATION ISSUE DATE 09-Aug-2002						
9. ISSUED BY 81ST CONTRACTING SQUADRON SSGT ELI OUDER 310 M STREET, RM 102 KEESLER AFB MS 39534-2147 TEL: 228-377-1813 FAX: 228-377-3298		CODE FA3010		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100%FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: 7997 SIZE STANDARD: \$5.0 million		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input checked="" type="checkbox"/> 13 a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		12. DISCOUNT TERMS Net 30 Days					
15. DELIVER TO FITNESS CENTER - F7SVMP ROBERT BELL / FITNESS MANAGER 606 CHAPPIE JAMES BLVD KEESLER AFB MS 39534-2223		CODE F7SVMP		16. ADMINISTERED BY SEE ITEM 9									
17 a. CONTRACTOR/ OFFEROR HARD BODIES, NATIONAL AEROBICS & SHERRY MORTON 1235 RIO WAY VISTA CA 92083 TEL. 760-941-9102		CODE 1JEH3		FACILITY CODE		18 a. PAYMENT WILL BE MADE BY DFAS-SAVFVD (1-888-478-5636) 500 MCCULLOUGH AVE SAN ANTONIO TX 78215-2100							
<input type="checkbox"/> 17 b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18 b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18 a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM									
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21 QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT			
		SEE SCHEDULE											
25. ACCOUNTING AND APPROPRIATION DATA See Schedule								26. TOTAL AWARD AMOUNT \$34,481.00					
<input type="checkbox"/> 27 a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED.								ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED					
<input checked="" type="checkbox"/> 27 b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.								ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED					
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				COPIES		29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:							
30 a. SIGNATURE OF OFFEROR/CONTRACTOR				31 a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)									
30 b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30 c. DATE SIGNED		31 b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) REGGIE E. TEMPLE / FLIGHT B, TEAM B LEADER				31 c. DATE SIGNED 19-Sep-2002				
32 a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR					
32 b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE			32 c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				37. CHECK NUMBER				
41 a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER			40. PAID BY				
41 b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			41 c. DATE		42a. RECEIVED BY (Print)								
42b. RECEIVED AT (Location)						42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS					

AUTHORIZED FOR LOCAL REPRODUCTION

SECTION SF 1449 CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Aerobics Instruction FFP - Provide instruction in low impact, high intensity, slide, circuit training, cycling, yoga and step aerobics in accordance with the attached statement of work. NSN R499-00-0 - MILSTRIP F7SVMP21400300 PURCHASE REQUEST NUMBER F7SVMP214003 SIGNAL CODE A	1,144	Each		

 NET AMT

ACRN AA Funded Amount

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Aerobics Instruction FFP - Provide water aerobics during the 15 weeks of the base pools being open in accordance with the attached statement of work. NSN R499-00-0 - MILSTRIP F7SVMP21400301 PURCHASE REQUEST NUMBER F7SVMP214003 SIGNAL CODE A	45	Each		

 NET AMT

ACRN AA Funded Amount

DELIVERY INFORMATION

CLINS	DELIVERY DATE	UNIT OF ISSUE	QUANTITY	FOB	SHIP TO ADDRESS
0001	POP 01-OCT-02 TO	Each	1,144	Dest.	F7SVMP

30-SEP-03

FITNESS CENTER - F7SVMP
 ROBERT BELL / FITNESS
 MANAGER
 606 CHAPPIE JAMES BLVD
 KEESLER AFB MS 39534-2223

0002 POP 01-OCT-02 TO Each 45 Dest. Same as CLIN 0001
 30-SEP-03

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government

ACCOUNTING AND APPROPRIATION DATA

AA: 000000000000
 AMOUNT:

CLAUSES INCORPORATED BY REFERENCE:

52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2002
52.219-6	Notice Of Total Small Business Set-Aside	JUL 1996
52.222-3	Convict Labor	AUG 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989
52.223-5	Pollution Prevention and Right-to-Know Information	APR 1998
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-3	Protest After Award	AUG 1996
52.247-34	F.O.B. Destination	NOV 1991
52.253-1	Computer Generated Forms	JAN 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7023	Transportation of Supplies by Sea (May 2002) Alternate III Alt III	MAY 2002
5352.223-9001	HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS	JUN 1997

CLAUSES INCORPORATED BY FULL TEXT

5352.242-9000 CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (AFFARS)(MAY 1996)

(a) The contractor shall obtain base identification and vehicle passes for all contractor personnel who make frequent visits to or perform work on the Air Force installation(s) cited in the contract. Contractor personnel are required to wear or prominently display installation identification badges or contractor-furnished, contractor identification badges while visiting or performing work on the installation.

(b) The contractor shall submit a written request on company letterhead to the contracting officer listing the following: contract number, location of work site, start and stop dates, and names and social security number of employees and subcontractor employees needing access to the base. The letter will also specify the individual(s) authorized to sign for a request for base identification credentials or vehicle passes. The contracting officer will endorse the request and forward it to the issuing base pass and registration office or security police for processing. When reporting to the registration office, the authorized contractor individual(s) should provide a valid driver's license, current vehicle registration, valid vehicle insurance certificate, [and a base picture ID card](#) to obtain a vehicle pass.

(c) During performance of the contract, the contractor shall be responsible for obtaining required identification for newly assigned personnel and for prompt return of credentials and vehicle passes for any employee who no longer requires access to the work site.

(d) When work under this contract requires unescorted entry to controlled or restricted areas, the contractor shall comply with AFI 31-209, the Air Force Resource Protection Program, and AFI 31-501, Personnel Security Program Management, as applicable.

(e) Upon completion or termination of the contract or expiration of the identification passes, the prime contractor shall ensure that all base identification passes issued to employees and subcontractor employees are returned to the issuing office.

(f) Prior to submitting an invoice for final payment, the prime contractor shall obtain a clearance certification from the issuing office which states all base identification passes have been turned in, accounted for, or transferred to a follow-on contract. This certification shall be submitted to the contracting officer prior to submission of the final invoice for payment.

(g) Failure to comply with these requirements may result in withholding of final payment.

ADDENDUM TO 52-212-4 CONTRACTING TERMS AND CONDITIONS—COMMERCIAL ITEMS (MAY 2001)

The following paragraphs of this clause are tailored as follows:

(a) Inspection/Acceptance. Inspection and acceptance of the services will be performed at Keesler Air Force Base, MS, by 81 SVS/SVMP

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties with the exception of administrative changes such as changes in the paying office, appropriations data, etc., which may be changed unilaterally by the government.

STATEMENT OF WORK

AEROBICS INSTRUCTION

1. The contractor shall furnish aerobic instruction at one of the three Fitness Centers located on Keesler AFB, Mississippi, primary location at this time being the Dragon Fitness Center, for individuals enrolled in group instruction provided by this contract. Such instruction shall be the result of mutual agreement between the Contracting Officers Representative (COR) and the Contractor.
2. The contractor is responsible for quality control of completed services to insure the minimum standards of Air Force and Fitness directives, rules, and regulations are met. These directives, rules, and regulations are as follows:
 - a. Active Duty military personnel will have priority in attending any aerobics class.
 - b. Profanity will not be tolerated in the Fitness Center.
 - c. Athletic attire and aerobic attire are considered proper attire for any aerobics class. All attire must be worn in good taste; nudity or clothes that contain offensive language will not be worn at any time. The Fitness Center Staff will make the final determination on proper attire for class participants.
 - d. The contractor has its own standards and policies regarding attire and will hold its instructors accountable for proper presentation.
 - e. Any dependant with a valid ID card 16 years of age and older may participate in any aerobics class. All other children will not be allowed during aerobics class.
 - f. Authorized patrons may bring in a maximum of one (1) authorized guest (space available) and the sponsor is responsible of their conduct of their guest while participating in the aerobics class.
3. Contractor's responsibilities include, but are not limited to:
 - a. Provide quality instruction to all participants.
 - b. Assist with activity of health screening. The Fitness Center will post the following health screening questions in the aerobics room:
 1. Has your doctor said you have heart trouble?
 2. Do you frequently suffer from chest pain?
 3. Do you often faint or have spells or severe dizziness?
 4. Has a doctor ever said your blood pressure was too high?
 5. Has a doctor ever told you that you have a bone or joint problem such as arthritis that has been aggravated by exercise, or might be made worse with exercise?
 6. Are you 65 years of age and are not accustomed to vigorous exercise?
 - c. Participants will be required to sign a disclaimer form that will answer no to the above health questions. A yes answer to any of the above questions will be used to refer participation to the appropriate health agency. The disclaimer forms will be kept on file at the Fitness Center.
 - d. Be knowledgeable in CPR and hold a current CPR certification.
 - e. Use techniques that are scientifically correct, safe, and appropriate for the individual as determined by the needs assessment.

- f. Provide a safe exercise environment.
- g. Monitor all participants as they engage in the exercise and will remove persons who appear to be suffering from extreme exhaustion, heat prostration, etc.
- h. Maximum class size will be 50 participants; active duty Air Force have priority, but dependants and other authorized fitness center patrons may attend on a space available basis.
- i. The contractor will notify the Fitness Center of class cancellations. Unless the situation is of an urgent or compelling nature, the Contractor will give a 48 hours advance notice of class cancellations.
- j. The following are examples of Government cancellations, contingency exercises, Compress Work Days. The Fitness center will inform the Contractor of these cancellations within 24 hours. The Fitness center will promptly post all cancellations. The Fitness center is closed on all federal holidays; therefore, no aerobic classes will be held on these days.
- k. Uphold a professional image through conduct and appearance, such as:
 - 1. Wear aerobic outfits that are tasteful and with no written profanity

GOVERNMENT FURNISHED PROPERTY AND SERVICES

The government shall provide, without cost, the facilities, equipment, materials and/or services listed below.

- 1. A current schedule of location, dates and times of classes. All classes will be conducted in the Fitness center. This schedule will be mutually worked out and agreed upon with the Contractor.
- 2. The government will provide the Contractor with a schedule of monthly class times and dates at least one week prior to the first day of each month. Classes will not exceed 20 per week.
- 3. Any equipment (steps, slides, booties, bands, weights) located within the Fitness.

CONTRACTOR FURNISHED ITEMS

The Contractor shall provide their labor, equipment, materials, and transportation necessary to accomplish the work. This includes:

- 1. The Contractor is responsible for leading and creating an aerobic routine to include music. Props provided by the Fitness Center may be used by the Contractor. Main props will be furnished by the Contractor.
- 2. Exercise attire must be neat, clean and present a professional image.
- 3. Contractor will provide stereo, headsets and wireless microphones. These items are to be utilized by instructors performing the contract requirements at Keesler Air Force Base. If any problems occur with the stereo, headsets, or wireless microphones, the Contractor must immediately notify the COR.

CONTRACTORS QUALIFICATIONS

1. **Contractor and their instructors must have current certification from a nationally recognized institution detailing training received and a statement that he/she is qualified to aerobic instruction.**
2. **Provide a copy of certificate to the COR prior to performing contract requirements.**
3. **The following are considered nationally recognized institutions:**
ACE (American Council on Exercise), AFAA (American Fitness Association of America), ACSM (American College of Sports Medicine), YMCA (Young Men's Christian Association), NDEITA (National Dance-Exercise Instructors Training Association), CIAR (Cooper Institute for Aerobics Research), API (Aerobics Pipeline International).
4. **The Contractor will be qualified to perform step, floor, circuit training, and slide aerobics.**
5. **The Contractor and their instructors must be CPR qualified during the contract period.**
6. **In case of emergencies, the Contractor has the option to find a qualified substitute from an approved list of qualified instructors. In the event an instructor is not found, the Contractor will immediately notify the Fitness Center.**
7. **The Contractor will provide the Fitness center with a schedule of class type and instructor names, 72 hours prior to the first of each month.**
8. **The Contractor will teach 15 classes per week. Class will be at the following times. Monday thru Friday: 6:00 – 7:00 a.m; 11:00 – 12:00 a.m; 5:20 – 6:30 p.m.. On CWS weeks the schedule will be Monday thru Wednesday 6:00 – 7:00 a.m; 11:00 – 12:00 a.m; 12:00 – 1:00 p.m; 5:30 – 6:30 p.m. Thursday class: : 6:00 – 7:00 a.m; 11:00 – 12:00 a.m; 5:30 – 6:30 p.m.**
9. **Classes will consist of the following types of aerobic instruction, but not limited to:**
 1. **Low Impact Step**
 2. **High Intensity Step**
 3. **High Low Combo Step**
 4. **Floor Aerobics**
 5. **Beginners Aerobics with or without Step**
 6. **Circuit Training**
 7. **Slide**
 8. **Sculpt**
 9. **Back and Abs**
 10. **Kick Boxing**
 11. **Spin**
 12. **Yoga**
 13. **Water Aerobics (seasonal)**
 14. **Any Combination of the above classes.**

SUBMISSION OF INVOICES. The contractor will be paid monthly on the submission of proper invoices for the services performed during the preceding month. Invoices shall be submitted on a monthly basis, covering the services performed during the preceding month. The contractor's invoice shall be submitted to the address in block 18a on the SF 1449.

WAGE DETERMINATION NO: 94-2301 REV (20) AREA: MS,PASCAGOULA

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR

***FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL ***

WASHINGTON D.C. 20210

| **Wage Determination No.: 1994-2301**

William W. Gross Division of

| **Revision No.: 20**

Director Wage Determinations

| **Date Of Last Revision: 05/28/2002**

State: Mississippi

Area: Mississippi Counties of George, Hancock, **Harrison**, Jackson, Pearl River, Stone

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION TITLE

MINIMUM WAGE RATE

Administrative Support and Clerical Occupations

Accounting Clerk I	9.05
Accounting Clerk II	11.36
Accounting Clerk III	13.71
Accounting Clerk IV	16.77
Court Reporter	12.10
Dispatcher, Motor Vehicle	11.20
Document Preparation Clerk	9.26
Duplicating Machine Operator	9.26
Film/Tape Librarian	8.80
General Clerk I	7.45
General Clerk II	8.36
General Clerk III	9.19
General Clerk IV	13.67
Housing Referral Assistant	14.75
Key Entry Operator I	8.93
Key Entry Operator II	10.28
Messenger (Courier)	7.58
Order Clerk I	10.99
Order Clerk II	14.67
Personnel Assistant (Employment) I	11.14
Personnel Assistant (Employment) II	12.53
Personnel Assistant (Employment) III	13.40
Personnel Assistant (Employment) IV	15.04
Production Control Clerk	14.73
Rental Clerk	9.29
Scheduler, Maintenance	10.47
Secretary I	10.47
Secretary II	13.10
Secretary III	14.75
Secretary IV	16.05

Secretary V	17.78
Service Order Dispatcher	8.96
Stenographer I	8.18
Stenographer II	9.30
Supply Technician	16.05
Survey Worker (Interviewer)	11.00
Switchboard Operator-Receptionist	8.44
Test Examiner	13.10
Test Proctor	13.10
Travel Clerk I	8.51
Travel Clerk II	9.02
Travel Clerk III	9.43
Word Processor I	10.19
Word Processor II	11.45
Word Processor III	12.79

Automatic Data Processing Occupations

Computer Data Librarian	8.35
Computer Operator I	10.14
Computer Operator II	12.44
Computer Operator III	14.52
Computer Operator IV	15.45
Computer Operator V	17.06
Computer Programmer I (1)	16.16
Computer Programmer II (1)	19.97
Computer Programmer III (1)	24.00
Computer Programmer IV (1)	27.61
Computer Systems Analyst I (1)	23.05
Computer Systems Analyst II (1)	25.26
Computer Systems Analyst III (1)	27.62
Peripheral Equipment Operator	11.81

Automotive Service Occupations

Automotive Body Repairer, Fiberglass	15.42
Automotive Glass Installer	13.96
Automotive Worker	13.96
Electrician, Automotive	14.52
Mobile Equipment Servicer	12.79
Motor Equipment Metal Mechanic	15.09
Motor Equipment Metal Worker	13.96
Motor Vehicle Mechanic	16.10
Motor Vehicle Mechanic Helper	12.26
Motor Vehicle Upholstery Worker	13.38
Motor Vehicle Wrecker	13.96
Painter, Automotive	14.52
Radiator Repair Specialist	13.96
Tire Repairer	12.36
Transmission Repair Specialist	15.09

Food Preparation and Service Occupations

Baker	11.09
Cook I	10.17
Cook II	11.09
Dishwasher	8.41
Food Service Worker	8.41

Meat Cutter	11.09
Waiter/Waitress	8.83
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	15.00
Furniture Handler	11.53
Furniture Refinisher	14.52
Furniture Refinisher Helper	12.26
Furniture Repairer, Minor	13.38
Upholsterer	14.52
General Services and Support Occupations	
Cleaner, Vehicles	8.41
Elevator Operator	8.41
Gardener	10.17
House Keeping Aid I	8.41
House Keeping Aid II	8.86
Janitor	8.86
Laborer, Grounds Maintenance	8.83
Maid or Houseman	7.94
Pest Controller	12.17
Refuse Collector	9.67
Tractor Operator	10.28
Window Cleaner	8.83
Health Occupations	
Dental Assistant	11.15
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	11.48
Licensed Practical Nurse I	9.99
Licensed Practical Nurse II	11.22
Licensed Practical Nurse III	12.54
Medical Assistant	10.38
Medical Laboratory Technician	13.47
Medical Record Clerk	11.36
Medical Record Technician	12.93
Nursing Assistant I	8.10
Nursing Assistant II	8.30
Nursing Assistant III	10.17
Nursing Assistant IV	11.43
Pharmacy Technician	11.63
Phlebotomist	12.23
Registered Nurse I	16.36
Registered Nurse II	20.00
Registered Nurse II, Specialist	20.00
Registered Nurse III	21.21
Registered Nurse III, Anesthetist	24.21
Registered Nurse IV	29.01
Information and Arts Occupations	
Audiovisual Librarian	19.32
Exhibits Specialist I	16.53
Exhibits Specialist II	20.10
Exhibits Specialist III	25.61
Illustrator I	16.46
Illustrator II	20.10

Illustrator III	25.61
Librarian	17.46
Library Technician	11.00
Photographer I	11.36
Photographer II	13.07
Photographer III	15.89
Photographer IV	20.24
Photographer V	22.31

Laundry, Dry Cleaning, Pressing and Related Occupations

Assembler	6.84
Counter Attendant	6.84
Dry Cleaner	7.55
Finisher, Flatwork, Machine	6.84
Presser, Hand	6.84
Presser, Machine, Drycleaning	6.84
Presser, Machine, Shirts	6.84
Presser, Machine, Wearing Apparel, Laundry	6.84
Sewing Machine Operator	8.72
Tailor	8.52
Washer, Machine	7.15

Machine Tool Operation and Repair Occupations

Machine-Tool Operator (Tool room)	14.52
Tool and Die Maker	16.72

Material Handling and Packing Occupations

Forklift Operator	12.18
Fuel Distribution System Operator	13.24
Material Coordinator	13.69
Material Expediter	13.69
Material Handling Laborer	9.68
Order Filler	10.73
Production Line Worker (Food Processing)	12.42
Shipping Packer	11.95
Shipping/Receiving Clerk	11.09
Stock Clerk (Shelf Stocker; Store Worker II)	12.71
Store Worker I	10.90
Tools and Parts Attendant	12.58
Warehouse Specialist	12.58

Mechanics and Maintenance and Repair Occupations

Aircraft Mechanic	17.91
Aircraft Mechanic Helper	14.55
Aircraft Quality Control Inspector	18.53
Aircraft Servicer	15.88
Aircraft Worker	16.57
Appliance Mechanic	14.52
Bicycle Repairer	12.36
Cable Splicer	17.14
Carpenter, Maintenance	14.52
Carpet Layer	14.15
Electrician, Maintenance	18.11
Electronics Technician, Maintenance I	14.15
Electronics Technician, Maintenance II	16.43

Electronics Technician, Maintenance III	17.85
Fabric Worker	13.65
Fire Alarm System Mechanic	15.16
Fire Extinguisher Repairer	13.13
Fuel Distribution System Mechanic	15.59
General Maintenance Worker	13.96
Heating, Refrigeration and Air Conditioning Mechanic	15.09
Heavy Equipment Mechanic	15.26
Heavy Equipment Operator	15.09
Instrument Mechanic	17.35
Laborer	10.21
Locksmith	14.52
Machinery Maintenance Mechanic	16.43
Machinist, Maintenance	15.16
Maintenance Trades Helper	12.58
Millwright	17.54
Office Appliance Repairer	14.66
Painter, Aircraft	14.66
Painter, Maintenance	14.52
Pipefitter, Maintenance	16.28
Plumber, Maintenance	15.34
Pneudraulic Systems Mechanic	15.16
Rigger	16.50
Scale Mechanic	14.15
Sheet-Metal Worker, Maintenance	15.20
Small Engine Mechanic	13.96
Telecommunication Mechanic I	17.89
Telecommunication Mechanic II	20.65
Telephone Lineman	17.93
Welder, Combination, Maintenance	16.05
Well Driller	15.16
Woodcraft Worker	15.16
Woodworker	12.87

Miscellaneous Occupations

Animal Caretaker	9.26
Carnival Equipment Operator	9.75
Carnival Equipment Repairer	11.17
Carnival Worker	8.41
Cashier	7.31
Desk Clerk	8.14
Embalmer	16.57
Lifeguard	9.42
Mortician	17.93
Park Attendant (Aide)	11.84
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	8.50
Recreation Specialist	12.18
Recycling Worker	11.26
Sales Clerk	8.50
School Crossing Guard (Crosswalk Attendant)	9.68
Sport Official	8.50
Survey Party Chief (Chief of Party)	10.58
Surveying Aide	7.01
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	9.61
Swimming Pool Operator	11.55

Vending Machine Attendant	11.68
Vending Machine Repairer	13.28
Vending Machine Repairer Helper	11.68

Personal Needs Occupations

Child Care Attendant	7.52
Child Care Center Clerk	9.95
Chore Aid	7.94
Homemaker	11.08

Plant and System Operation Occupations

Boiler Tender	17.14
Sewage Plant Operator	14.66
Stationary Engineer	17.14
Ventilation Equipment Tender	12.58
Water Treatment Plant Operator	14.52

Protective Service Occupations

Alarm Monitor	12.35
Corrections Officer	11.87
Court Security Officer	12.33
Detention Officer	12.21
Firefighter	12.89
Guard I	8.78
Guard II	13.94
Police Officer	14.75

Stevedoring/Longshoremen Occupations

Blocker and Bracer	16.99
Hatch Tender	14.77
Line Handler	14.77
Stevedore I	16.28
Stevedore II	17.65

Technical Occupations

Air Traffic Control Specialist, Center (2)	28.21
Air Traffic Control Specialist, Station (2)	19.46
Air Traffic Control Specialist, Terminal (2)	21.43
Archeological Technician I	15.11
Archeological Technician II	16.94
Archeological Technician III	20.94
Cartographic Technician	20.37
Civil Engineering Technician	14.65
Computer Based Training (CBT) Specialist/ Instructor	23.46
Drafter I	14.64
Drafter II	15.72
Drafter III	19.12
Drafter IV	24.35
Engineering Technician I	13.38
Engineering Technician II	15.52
Engineering Technician III	17.85
Engineering Technician IV	21.73
Engineering Technician V	27.67
Engineering Technician VI	30.49
Environmental Technician	18.22

Flight Simulator/Instructor (Pilot)	22.34
Graphic Artist	19.07
Instructor	19.65
Laboratory Technician	14.93
Mathematical Technician	16.76
Paralegal/Legal Assistant I	13.92
Paralegal/Legal Assistant II	17.06
Paralegal/Legal Assistant III	20.88
Paralegal/Legal Assistant IV	25.25
Photooptics Technician	16.56
Technical Writer	22.80
Unexploded (UXO) Safety Escort	17.93
Unexploded (UXO) Sweep Personnel	17.93
Unexploded Ordnance (UXO) Technician I	17.93
Unexploded Ordnance (UXO) Technician II	21.70
Unexploded Ordnance (UXO) Technician III	26.01
Weather Observer, Combined Upper Air and Surface Programs (3)	17.17
Weather Observer, Senior (3)	19.04
Weather Observer, Upper Air (3)	17.17

Transportation/ Mobile Equipment Operation Occupations

Bus Driver	12.64
Parking and Lot Attendant	7.06
Shuttle Bus Driver	10.91
Taxi Driver	8.37
Truck driver, Heavy Truck	13.59
Truck driver, Light Truck	10.10
Truck driver, Medium Truck	15.01
Truck driver, Tractor-Trailer	13.59

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.15 an hour or \$86.00 a week or \$372.67 a month

VACATION: (Guam): 1 week paid vacation after 1 year of service with a contractor or successor; 2 weeks after 2 years; 3 weeks after 5 years; and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) **APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:** An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) **WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of

your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges. A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance: The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions: The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are

included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed. The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper. When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (APR 2001) (DEVIATION)

(a) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (a) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(b) The Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components-

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212);
- (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);
- (4) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (46 U.S.C. 1241)(flow down not required for subcontracts awarded beginning May 1, 1996)., and
- (5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).
Subcontracts for certain commercial services may be exempt from coverage if they meet the criteria in FAR 22.1103-4(c) or (d) (see DoD class deviation number 2000-O0006.)

(End of Clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332. **THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION**

<u>Employee Class</u>	<u>Monetary Wage</u>
29160 Instructor	GS-09/\$19.65

Fringe Benefits:

- a. Total fringe benefit factor is 32.85 percent.
- b. Contribution of 24.0 percent of basic hourly rate for retirement, 5.7 percent for insurance (health & life), 1.7 percent for other fringe benefits, and 1.45 percent for Medicare.
- c. Ten paid holidays as follows: New Year's Day, Martin Luther King, Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day.
- d. Paid annual leave (vacation) as follows: (a) 2 hours of annual leave each week for an employee with less than 3 years of service; (b) 3 hours of annual leave each week for an employee with 3 but less than 15 years of service; (c) 4 hours of annual leave each week for an employee with 15 years of service. (In the foregoing clause, the basic hourly rate by classification above shall be Wage Board Pay Schedule step 2 for non-supervisory service employees and step 3 for supervisory service employees.)

WAGE DETERMINATION (IAW FAR 22.1012-1) Service Contract Act Wage Determination Number 94-2301, Rev 20, dated 05/28/2002, is attached hereto and made a part hereof.

(End of clause)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent

upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any [Defense Federal Acquisition Regulation](#) (48 CFR [Chapter 2](#)) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (APR 2001) (DEVIATION)

In addition to the clauses listed in paragraph (b) of the Contract Terms and Conditions Required to Implement Statutes or Executive Order-Commercial Items (DEVIATION) clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014, Preference for Domestic Specialty Metals, Alternate I (MAR 1998) (10 U.S.C. 2533a).

252.247-7023, Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of Clause)